

Exhibit 7

协议书

甲方: YUE GUO/XIN

乙方:

甲乙双方经友好协商一致同意于 2019 年 11 月 27 日在南京签订本协议。条款如下:

- 1.甲方给予乙方 100 万股 Sea and Sand Entertainment Limited 的股票, 该股票已登记在乙方名下。
- 2.甲方保证上述股票 IPO 时, 每股股价不低于 5 美金。若低于此数, 乙方追加给予相应数量的股票, 使乙方所持有的 100 万股的总价值达到 500 万美金, 以 IPO 的发行价为计算基础。
- 3.乙方放弃投资于 FANZ CO., Limited 的 50 万美金的对甲方的追偿权, 同时将对 Stewart Lor 的相关追偿权转让给甲方。
- 4.若 Sea and Sand Entertainment Limited 在签订本协议之日起的三年内, 未实现上市, 乙方有权利要求甲方偿还给乙方 50 万美金的款项及每年 6.6%的利息。(该利息自乙方投资于 FANZ CO., Limited 时起算)
- 5.双方若发生争议, 交由中国国际贸易促进委员会对外贸易仲裁委员会仲裁。
- 6.本协议一式两份, 双方各持一份, 具同等法律效力。

甲方签字:

Yue Xin

乙方签字:

李义星

2019.11.27.

Agreement

Party A: YUE GUO/XIN

Party B:

Both parties agree to sign this agreement in Nanjing on November 27, 2019 through friendly consultations. The terms are as follows:

1. Party A gives Party B 1 million shares of Sea and Sand Entertainment Limited's stock, which is registered in Party B's name.
2. Party A guarantees that when the above stocks are IPO, the price per share will not be less than \$5.00 USD. If it is lower, Party B will additionally grant a corresponding number of shares, so that the total value of the 1 million shares held by Party B will reach \$5 million USD, based on the IPO issue price.
3. Party B waives the right to recover the investment of \$500,000 USD in FANZ CO., Limited to Party A and, at the same time, transfer the right of recovery from Stewart Lor to Party A.
4. If Sea and Sand Entertainment Limited fails to achieve IPO within three years of the date of signing this agreement, Party B has the right to request Party A to reimburse Party B the amount of \$500,000 USD and an annual interest of 6.6%.
5. If there is a dispute between the two parties, it will be referred to the China Council for the Promotion of International Trade Arbitration Commission.
6. This agreement was made in duplicate, with each party possessing one copy, which has the same legal effect.

Party A signature: [signature]

Party B signature: [signature]

2019.11.27